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through partnership

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June 5, 2020

Via ECF

Hon. Louis L. Stanton
United States District Judge
Daniel Patrick Moynihan U.S. Courthouse
500 Pearl Street
New York, New York 10007

Re: Dresser-Rand Co. v. Petróleos de Venezuela, S.A., et al, No. 19-cv-02689-LLS

Dear Judge Stanton:

This firm represents plaintiff Dresser-Rand Company (“D-R”) in the above-referenced action. We write in connection with the Fed.R.Civ.P. 54(b) Judgment (the “Judgment”) entered by the Clerk of Court against defendant PDVSA Petróleo, S.A. (“Petróleo”) on May 29, 2020 in the above-captioned matter. (ECF No. 79). On May 29, 2020, the Court ordered the Clerk to enter the Judgment in favor of D-R in the amount of \$149,517,709.96 – the amount due to D-R under the Note Agreement as of May 1, 2020. *See Order For Judgment* (ECF No. 78). Indeed, as the Court noted, “[s]ince only two payments were made before default and the interest rates are available, the amounts due are calculable, and they have been calculated.” (*Id.*)

The Note Agreement specifically provides that any outstanding amounts due to Plaintiff shall bear default interest at 8.5% per annum “*after* as well as before judgment.” *See* ECF No. 76-2 at Art. II, § 2.04 (emphasis added). Thus, for the avoidance of doubt, we write to respectfully request that the Court order the Clerk of Court to revise the Judgment to state that post-judgment interest continues to accrue at the rate of 8.5% per annum.

In the event the Court has any questions or seeks additional clarification, counsel for D-R remains available. We thank the Court for its time and attention to this matter.

Respectfully submitted,

/s/ *Jordan W. Siev*

Jordan W. Siev

cc: All Counsel of Record (*via ECF*)